



1 Bin Li (SBN223126)  
2 *usbinli@sbcglobal.com*  
3 **LAW OFFICES OF BIN LI & ASSOCIATES APLC**  
4 17800 Castleton Street, Suite 605  
5 City of Industry, California 91748  
6 Telephone: (626) 839-0277  
7 Facsimile: (626) 839-0322  
8  
9 Bryon Y. Chung (SBN250299)  
10 *bryon@bryonchungesq.com*  
11 **BRYON Y. CHUNG, APC**  
12 5670 Wilshire Boulevard, Suite 1800  
13 Los Angeles, California 90036  
14 Telephone: (323) 648-6740  
15 Facsimile: (323) 704-3536  
16  
17 Attorneys for Plaintiff  
18 Billion International Trading, Inc.

15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**

18 **BILLION INTERNATIONAL**  
19 **TRADING, INC., a California**  
20 **corporation,**

21 **Plaintiff**

22 **v.**

23  
24 **UNIVERSAL SPORTSWEAR,**  
25 **INC., a Georgia corporation,**  
26 **MASHKOOR HASSAN, an**  
27 **individual; TANU (USA), INC.,**  
**a New York corporation;**

) **Case No. CV12-06705 GW (Ex)**

) **BILLION INTERNATIONAL**  
) **TRADING, INC.'S SECOND**  
) **AMENDED COMPLAINT FOR:**

- ) **1. FRAUD;**  
) **2. BREACH OF EXPRESS**  
) **CONTRACTUAL**  
) **INDEMNITY;**  
) **3. EQUITABLE INDMENTITY;**  
) **4. RICO (Count One) – Violation**  
) **of 18 U.S.C. § 1962(b);**

COPY

1	VIPAL KAPOOR, individual;	)	
2	HARISH DHINGRA, an	)	5. RICO (Count Two) – Violation
3	individual; DHINGRA &	)	of 18 U.S.C. § 1962(c);
4	ASSOCIATES, entity form	)	6. RICO (Count Three) –
5	unknown; and DOES 1 through	)	Violation of § 1962(d)
6	20,	)	
7		)	
8	Defendants.	)	
9		)	

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10

11 *COMES NOW* Plaintiff, complaining against defendants,  
 12 and each of them, as follows:

13

#### 14 JURISDICTION AND VENUE

15 1. This Court has original jurisdiction over BIT's claims  
 16 that Defendants violated the federal RICO statutes (18 U.S.C. §  
 17 1961, *et seq.*) pursuant to 28 U.S.C. § 1331. Plaintiff's claims  
 18 brought under California law are so related to its federal claims,  
 19 over which the Court has original jurisdiction, that they form part  
 20 of the same case or controversy. Under Article III of the United  
 21 States Constitution, the Court has jurisdiction over Plaintiff's  
 22 state common law claims pursuant to 28 U.S.C. § 1367.

23 2. In the alternative, the jurisdiction of this Court over  
 24 the subject matter of this action is predicated on 28 U.S.C. § 1332  
 25 (diversity jurisdiction). The amount in controversy exceeds  
 26 \$75,000.00, exclusive of interests and costs.

1           2.     Venue is proper in this Court as Plaintiff's principal  
2 place of business is located in the Central District of the State of  
3 California.

4           3.     The intentional tort claims alleged in this Complaint  
5 arose in the Central District of the State of California. Defendants,  
6 each of them, purposefully directed their fraudulent activities to  
7 the forum state.

8

9

### **THE PARTIES**

10          4.     At all relevant times, Plaintiff Billion International  
11 Trading, Inc. ("BIT" or "Plaintiff") is and was an active California  
12 corporation with its principal place of business located at 12221 E.  
13 Rush St., Unit D, in the County of Los Angeles, State of California.  
14 Plaintiff is in the business of manufacturing and wholesale  
15 distribution of apparel and textiles throughout the United States.

16          5.     Plaintiff is informed and believes, and based thereon  
17 alleges that Defendant UNIVERSAL SPORTSWEAR, INC.  
18 ("USI"), is a Georgia corporation with its principal place of  
19 business located at 5317 Buford Highway NE, DeKalb County,  
20 State of Georgia. USI is a retail merchant who regularly deals in  
21 "plus size" or "big and tall" apparel for sale to the general public.

22          6.     Plaintiff is informed and believes, and based thereon  
23 alleges that Defendant MASHKOOR HASSAN ("HASSAN") is an  
24 individual residing in DeKalb County, State of Georgia. Plaintiff is  
25 further informed and believes, and based thereon alleges that  
26 throughout all relevant times mentioned herein, HASSAN was

1 and is a shareholder, officer, corporate director, or corporate  
2 director acting as an officer of defendants TANU (U.S.A.), INC.  
3 and USI.

4 7. Plaintiff is informed and believes, and based thereon  
5 alleges that TANU (U.S.A.), INC. (“TANU”) is a New York  
6 corporation with its principal place of business located at 1165  
7 Broadway, Suite 307, New York, New York 10001.

8 8. Plaintiff is informed and believes, and based thereon  
9 alleges that VIPAL KAPOOR (“KAPOOR”) is an individual  
10 residing in the County of New York, State of New York. Plaintiff is  
11 further informed and believes, and based thereon alleges that at  
12 all relevant times mentioned herein, KAPOOR was and is a  
13 shareholder, officer corporate director, or corporate director acting  
14 as an officer of defendants TANU and USI.

15 9. Plaintiff is informed and believes, and based thereon  
16 alleges that defendant HARISH DHINGRA (“DHINGRA”) is an  
17 individual residing in Houston County, State of Texas. Plaintiff is  
18 further informed and believes, and based thereon alleges that at  
19 all relevant times, DHINGRA was and is an attorney licensed to  
20 practice law in the State of Texas. At all relevant times,  
21 DHINGRA was and is the principal of defendant DHINGRA &  
22 ASSOCIATES, a law firm located in Friendswood, Texas.

23 10. Plaintiff is informed and believes, and based thereon  
24 alleges that defendant DHINGRA & ASSOCIATES (“DHINGRA  
25 FIRM”), an entity of unknown formation but organized under  
26 Texas laws, with its principal place of business located at 5307

1 Bulen Avenue, Friendswood, Texas 77546, in Houston County,  
2 State of Texas. Plaintiff is further informed and believes, and  
3 based thereon alleges that at all relevant times herein, DHINGRA  
4 & ASSOCIATES was the vehicle by which DHINGRA offered and  
5 provided legal services to the general public.

6  
7 **ALTER EGO ALLEGATIONS**

8 **(As To Defendants USI, TANU, HASSAN, and KAPOOR)**

9 11. Plaintiff is informed and believes, and based thereon  
10 alleges that at all relevant times herein, defendants USI and  
11 TANU were governed and controlled by HASSAN and KAPOOR  
12 such that there is a unity of interest and ownership to the extent  
13 that the individuality or separateness of the corporate defendants  
14 from each other and from the individual defendants have ceased;  
15 further, adherence to the fiction of the separateness of the  
16 corporate defendants from each other and from HASSAN and  
17 KAPOOR would, under the circumstances, sanction a fraud or  
18 promote injustice, in particular:

19 a. Plaintiff is informed and believes, and based  
20 thereon alleges that HASSAN, KAPOOR, and the individual DOE  
21 defendants have treated the assets of USI and TANU as their own  
22 or otherwise commingled personal assets with the corporate  
23 defendants' assets; that USI and TANU have intermingled their  
24 assets with the other; that HASSAN and KAPOOR has directed or  
25 caused each corporate defendant to pay or guarantee the financial  
26 liabilities and obligations of the other.

1           b. Plaintiff is informed and believes, and based  
2 thereon alleges that the individual defendants have failed to  
3 maintain minutes or adequate records of defendants USI and  
4 TANU;

5           c. Plaintiff is informed and believes, and based  
6 thereon alleges that the individual defendants dominated and  
7 controlled defendants USI and TANU, and that one or the other  
8 corporate defendant controlled and dominated the other;

9           d. Plaintiff is informed and believes, and based  
10 thereon alleges that the individual defendants have failed to  
11 adequately capitalize USI and TANU;

12           e. Plaintiff is informed and believes, and based  
13 thereon alleges that defendants USI and TANU were mere shells,  
14 instrumentalities or conduits from the business of the individual  
15 defendants.

16           f. Plaintiff is informed and believes, and based  
17 thereon alleges that defendants USI and TANU were organized by  
18 the individual defendants with the intent to avoid performance by  
19 the use of the corporate entities as a shield against personal  
20 liability.

21

22       **AGENCY AND ALTERNATIVE CONSPIRACY ALLEGATIONS**  
23                               **(All Defendants)**

24       12. Upon information and belief, Plaintiff alleges that each  
25 of the named Defendants, including the fictitiously named DOE  
26 defendants, was the agent, employee, partner or officer, director or

1 joint venture of each of the other defendants identified herein, and  
2 doing the things herein alleged was acting within the course and  
3 scope of said agency, employment, partnership, joint venture, or  
4 association and under the direction of, and with the consent and  
5 permission, advance knowledge, or ratification of the other  
6 defendants.

7       13. Upon information and belief, as an alternative to  
8 theory of liability based on principles of agency, Plaintiff alleges  
9 that Defendants, and each of them, including the fictitiously  
10 named DOE defendants, entered into a civil conspiracy to commit  
11 the actionable wrongs, in which the Defendants, and each of them  
12 participated in or in which they concurred, expressly or tacitly,  
13 with knowledge of its unlawful purpose and the harm it would  
14 inflict on Plaintiff.

15       a. Plaintiff is informed and believes, and based  
16 thereon alleges that in or before February 2008, HASSAN and  
17 KAPOOR concocted and implemented a scheme whereby  
18 individual defendants would “secure” the intellectual property  
19 rights of third parties by unlawful, surreptitious, fraudulent, and  
20 illegal means as a means for USI and TANU to induce overseas  
21 apparel suppliers, including Plaintiff, to unwittingly manufacture  
22 goods bearing counterfeit marks. HASSAN and KAPOOR, on  
23 behalf and for the benefit of USI and TANU and themselves,  
24 retained the services of DHINGRA to file trademark registration  
25 applications with the United State Patent and Trademark Office  
26 (“USPTO”) to “register” marks they knew to be owned by others.

1           b.     Upon information and belief, Plaintiff alleges that  
2 Defendants engaged in the described conduct to obtain “official”  
3 documentation evidencing their purported ownership and  
4 legitimacy of trademarks, logos, or designs in relation to certain  
5 commercial goods. Defendants would then present the materially  
6 false “official” registration papers to unsuspecting overseas  
7 suppliers when asked to present proof of their ownership or  
8 legitimacy of the trademarks, logos, or designs Defendants  
9 requested to be affixed on ordered goods.

10           c.     Upon information and belief, Plaintiff alleges that  
11 Defendants would receive goods bearing counterfeit marks from  
12 unsuspecting overseas suppliers and offer them for sale to the  
13 general public through their physical retail commercial  
14 establishments and through the internet.

15           14.    By engaging in the trafficking of counterfeit goods in  
16 derogation of the intellectual property rights of others, USI and  
17 TANU realized substantial financial gain through sales of  
18 unauthorized goods. In turn, the individual defendants also  
19 enjoyed the corporate defendant’s financial gains downstream:  
20 HASSAN and KAPOOR as the majority equity owners of USI and  
21 TANU; and, DHINGRA, by virtue of the legal fees presumably  
22 paid in connection with the bogus trademark filings.

23

## 24                           GENERAL STATEMENT OF FACTS

25           15.    For almost a decade, Defendants purchased certain  
26 finished garments from Plaintiff by submitting purchase orders

1 from time to time. The purchase orders were submitted to Plaintiff  
2 either by KAPOOR or HASSAN on behalf and for the benefit USI  
3 and TANU. Some of the purchase orders identified TANU as the  
4 purchasing party. Other purchase orders identified USI as the  
5 purchasing party. Both TANU and USI engage in a retail business  
6 that caters to “plus size” individuals. Accordingly, the purchase  
7 orders submitted by defendants were typically for custom made  
8 goods consisting of oversize t-shirts and hooded sweatshirts.

9 Plaintiff, in turn, would submit the purchase orders to overseas  
10 manufacturers the particular goods. At all relevant times herein  
11 KAPOOR and HASSAN directed the activities of USI and TANU.

12       16. In or about February 2008, HASSAN inquired whether  
13 Plaintiff was able to procure acrylic and wool caps with a distinct  
14 “A” logo embroidered on the front (“CAPS”). Defendants provided  
15 Plaintiff with a sample design of the desired logo. Plaintiff  
16 informed HASSAN that it would be able to procure the CAPS.

17       17. On or about September 18, 2008, TANU submitted a  
18 purchase order for 20,160 CAPS (“Purchase Order”). Upon  
19 information and belief, Plaintiff alleges that KAPOOR executed  
20 and submitted the signed purchase order to Plaintiff. Handwritten  
21 notes appearing on the Purchase Order requests that the CAPS be  
22 made “as per same like sample” [*sic*]. A true and correct copy of  
23 the purchase order is attached hereto as Exhibit “A” and  
24 hereinafter incorporated by reference. At the time Defendants  
25 submitted the purchase order, Plaintiff had no reason to believe or

1 suspect that the “A” logo (“Spurious Mark”) Defendants’ requested  
2 infringed on the intellectual property rights of others.

3 18. Later, when asked about the legitimacy of the mark  
4 and whether its use was authorized, KAPOOR and HASSAN  
5 assured Plaintiff that the requested logo was TANU’s intellectual  
6 property. To support their claims of ownership over the Spurious  
7 Mark, KAPOOR and HASSAN provided Plaintiff with the  
8 evidence of a trademark application submitted to the USPTO.

9 19. Plaintiff is informed and believes, and based thereon  
10 alleges that DHINGRA and DHIGRA FIRM prepared and  
11 submitted the trademark registration application to the USPTO  
12 on behalf of USI on or about September 26, 2008.

13 20. Plaintiff arranged for the CAPS to be manufactured by  
14 a supplier located in China. The CAPS arrived in the Port of  
15 Atlanta on or about December 16, 2008.

16 21. On or about December 19, 2008, officials of the U.S.  
17 Customs and Border Patrol (“CBP”) selected the shipment for  
18 inspection. Upon inspection, CBP officials noted that the logo  
19 affixed to the CAPS were substantially similar, if not identical, to  
20 the stylized “A” mark commonly associated with the Major League  
21 Baseball ® (“MLB”) franchise, the Atlanta National League  
22 Baseball Club, Inc. (“Atlanta Braves”).

23 22. CBP contacted MLB and confirmed that the CAPS  
24 infringed on the Atlanta Braves’ trademark. Upon learning the  
25 infringing nature of the CAPS, CBP seized the shipment and  
26 commenced legal proceedings against Plaintiff. CBP commenced

1 Seizure Case No.: 2009-1704-000082-01 (“Seizure Case”), seeking  
 2 to impose liability against Plaintiff under the *Anticounterfeiting*  
 3 *Consumer Protection Act of 1996*. The CBP assessed a civil fine  
 4 against Plaintiff in the amount of \$644,918.40, calculated based  
 5 on the retail value of the CAPS. For reasons set forth in more  
 6 detail below, the fine levied by the CBP in the Customs Case was  
 7 reduced to a civil judgment in the matter, United States v. Billion  
 8 International Trading, Inc. (United States District Court for the  
 9 Northern District of Georgia), case number 1:11-cv-0275-WSD  
 10 (“Enforcement Action”). A civil judgment for the full penalty  
 11 amount (\$644,918.40), plus interest was entered against Plaintiff.

12

13 **DEFENDANTS’ VIOLATION OF THE**  
 14 **RACKETEER INFLUENCED CORRUPT ORGANIZATIONS ACT**

15 23. The Defendants committed three (3) predicate acts  
 16 giving rise to liability under the Racketeer Influenced Corrupt  
 17 Organizations Act (“RICO”). The three predicate acts alleged are:  
 18 (1) mail and (2) wire fraud (18 U.S.C. §§ 1341 and 1342,  
 19 respectively); and, (3) the trafficking of counterfeit goods (18 U.S.C.  
 20 § 2320).

21

22 **Mail & Wire Fraud**  
 23 **(First and Second Predicate Acts)**

24 24. Upon information and belief, as early as February 2008  
 25 but no later than September 2008, Defendants knowingly devised  
 26 or knowingly participated in a scheme or artifice to defraud

1 Plaintiff or to obtain the money or property of Plaintiff by means  
2 of false or fraudulent pretenses, representations or promises.

3       25. As alleged above, Defendants concocted a scheme or  
4 artifice to defraud the Atlanta Braves or to obtain the money or  
5 property of the Atlanta Braves by means of false or fraudulent  
6 pretenses, representations, or promises. Specifically, Defendants  
7 submitted a trademark registration to the USPTO in an attempt  
8 to register their Spurious Mark. Plaintiff is informed and believes,  
9 and based thereon alleges that USI submitted the trademark  
10 registration application to the USPTO on or about September 26,  
11 2008.

12       26. In said filing, Defendants claimed they were the  
13 rightful owners of the mark; and, that they lacked knowledge or  
14 belief that another person, firm, corporation, or association had  
15 the right to use the mark in commerce.

16       27. The true facts were that Defendants knew that the  
17 registration of the Spurious Mark infringed on the intellectual  
18 property rights of the Atlanta Braves.

19       28. Upon information and belief, in or about August 2010,  
20 Plaintiff alleges that Defendants engaged in and employed a  
21 similar subsequent scheme or artifice to defraud Sunwear Fashion,  
22 LLC ("Sunwear"), an apparel retailer located in New York City.  
23 Plaintiff alleges Defendants scheme with respect to Sunwear was  
24 to obtain and use of its intellectual property by means of false or  
25 fraudulent pretenses, representations, or promises.

29. Defendants could foresee and actually used the U.S. Postal Service and interstate wires “for the purpose of” advancing, furthering, executing, concealing, conducting, participating in or carrying out the fraudulent schemes described above, within the meaning of 18 U.S.C. §§ 1341 and 1343.

A. *Mail & Wire Fraud With Respect to Plaintiff:*

30. In particular, Defendants knew or could foresee that the U.S. Postal Service and interstate wires would be used to receive and/or deliver, *inter alia*, communications between HASSAN, KAPOOR, and DHINGRA for the purpose of planning and preparing documents to facilitate the fraudulent trademark registration applications; false information, documents, and material related to the purported ownership and legitimacy of the Spurious Mark; false information to Plaintiff regarding (i) their false claims of ownership, and (ii) their efforts to prevent or delay Plaintiff’s discovery of the continuing administrative and legal proceedings against its resulting in prejudice to it; and, the submission of the trademark registration application, which made the following willful false statements: (1) that USI was the owner of the mark; (2) that it believed that it was entitled to use such mark in commerce; (3) that it lacked knowledge or belief that another person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used or in connection with the goods/services of such other person, to cause

1 confusion, or to cause mistake, or to deceive (underline added); (4)  
2 that all statements made of personal knowledge were true; and (5)  
3 that all statements made of information and belief were believed  
4 to be true.

5 31. Plaintiff further alleges that Defendants submitted  
6 said registration statement with actual knowledge that the subject  
7 mark was associated with, and the intellectual property of the  
8 Atlanta Braves. Both defendant USI and HASSAN reside and  
9 operate in DeKalb County, Georgia. HASSAN is a resident of  
10 DeKalb County. Defendant USI's principal place of business  
11 located at 5317 Buford Highway NE, DeKalb County, Georgia.  
12 According to the DeKalb County website, DeKalb County consists  
13 of "a portion of Atlanta, Avondale Estates, Chamblee, Decatur [. . .]  
14 and several unincorporated areas"<sup>1</sup> (underline added). By virtue of  
15 HASSAN and USI's close proximity to the City of Atlanta, home to  
16 the Atlanta Braves MLB sports franchise, Plaintiff alleges that  
17 defendants knew at all relevant times hereto that they had no  
18 rightful or good faith claim to ownership of the Spurious Mark.

19

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<sup>1</sup> <http://www.co.dekalb.ga.us/portals/about-us/index.html> (last accessed March 8, 2013)

1 B. *Mail & Wire Fraud With Respect to Sunwear Fashion*

2 32. Sunwear filed a complaint in the United States District  
3 Court for the Southern District of New York on April 3, 2012.<sup>2</sup> It  
4 alleges seven (7) claims for relief. All claims for relief relate to or  
5 arise from the Defendants' counterfeiting of Sunwear's proprietary  
6 trademarks and copyrights.

7 33. Similar to Defendants' attempt to register the Spurious  
8 Mark, Defendants filed a trademark registration application to  
9 register a mark they knew to be owned and registered by Sunwear.

10 34. Defendants knew or could foresee that the U.S. Postal  
11 Service and interstate wires would be used to receive and/or  
12 deliver, *inter alia*, communications between HASSAN, KAPOOR,  
13 and DHINGRA for the purpose of planning and preparing  
14 documents to facilitate the fraudulent trademark registration  
15 applications; false information, documents, and material related  
16 to the purported ownership of Sunwear's trademark; and, the  
17 submission of the trademark registration application, which made  
18 the following willful false statements: (1) that TANU was the  
19 owner of the mark; (2) that it believed that it was entitled to use  
20 such mark in commerce; (3) that it lacked knowledge or belief that  
21 another person, firm, corporation, or association has the right to  
22 use the mark in commerce, either in the identical form thereof or  
23 in such near resemblance thereto as to be likely, when used or in

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<sup>2</sup> See Plaintiff's Request for Judicial Notice (Docket No. 27), filed January 27, 2013.

1 connection with the goods/services of such other person, to cause  
2 confusion, or to cause mistake, or to deceive; (4) that all  
3 statements made of personal knowledge were true; and (5) that all  
4 statements made of information and belief were believed to be  
5 true.

6       35. Sunwear's complaint alleges that defendants then  
7 proceeded to manufacture, sell, and distribute counterfeit goods  
8 bearing Sunwear's mark without license or authorization.

9       36. As illustrated by the factual allegations above,  
10 Defendants, acting singly and in concert, personally or through  
11 their agents and co-conspirators, used the U.S. Postal Service or  
12 interstate wires to be used "for the purpose of" advancing,  
13 furthering, executing concealing, conducting, participating in, or  
14 carrying out a scheme to defraud Plaintiff, within the meaning of  
15 18 U.S.C. §§ 1341 and 1343. Plaintiff alleges that Defendants  
16 submitted the trademark registration applications containing  
17 intentional and known misrepresentations to the USPTO for the  
18 purpose of creating and using false records as an instrument to  
19 further their fraudulent scheme to defraud their victims.

20       37. Plaintiff is unable to plead with particularity all  
21 instances of mail and wire fraud that advanced, furthered,  
22 executed, and concealed the fraudulent scheme described herein  
23 because the particulars of many such communications are within  
24 the exclusive control and within the exclusive knowledge of the  
25 individual defendants HASSAN, KAPOOR, and DHINGRA, and  
26 possibly other individuals presently unknown to Plaintiff.

1           38. Each and every use of the U.S. Postal Service or  
 2 Interstate wires described above was committed by HASSAN,  
 3 KAPOOR, and DHINGRA with the specific intent to further the  
 4 fraudulent scheme described above and defraud Plaintiff or for  
 5 obtaining the money or property of Plaintiff by means of false or  
 6 fraudulent pretense, representations, or promises. HASSAN's,  
 7 KAPOOR's, DHINGRA's, TANU's, and USI's acts of mail and wire  
 8 fraud in violation of 18 U.S.C. sections 1341 and 1343 constitute  
 9 racketeering activity as defined in 18 U.S.C. section 1961,  
 10 subsection (1)(B).

11           39. Plaintiff (and its rightful agents) justifiably relied on  
 12 defendants' fraudulent representations and omissions made  
 13 pursuant to the above-described scheme in that, *inter alia*,  
 14 Plaintiff's principals are Chinese nationals ignorant of American  
 15 baseball teams; Plaintiff's principals possess limited English  
 16 speaking and reading skills; and, Plaintiff's principals' had very  
 17 limited experience with the American judicial and administrative  
 18 processes.

19

20                   **Trafficking of Goods Bearing Counterfeit Marks**  
 21                   **(Third Predicate Act)**

22           40. The second predicate act exposing Defendants to  
 23 liability under RICO is their trafficking of goods bearing  
 24 counterfeit marks.

25           41. Defendants devised and intended to devise a scheme or  
 26 artifice to defraud and obtain Plaintiff's money or property, and

1 Sunwear's intellectual property, by false pretenses,  
2 misrepresentations, or false promises. Defendants, and each of  
3 them, intentionally trafficked in goods knowingly using a  
4 counterfeit mark on and in connection with said goods, or  
5 attempted or conspired to do the same.

6 42. Defendants' Spurious Mark is a "counterfeit mark",  
7 within the meaning of 18 U.S.C. § 2320(f)(1). Plaintiff alleges that  
8 Defendants knew that the Spurious Mark to be a counterfeit mark,  
9 in that Defendants knew that it infringed on the trademark  
10 registered, owned, and affiliated with the Atlanta Braves.

11 43. In furtherance of their racketeering activities,  
12 Defendants transported, transferred, or otherwise disposed of, to  
13 another, for purposes of commercial advantage or private financial  
14 gain, or to make, import, export, obtain control of, or possess, with  
15 intent to so transport, transfer, or otherwise dispose of said  
16 counterfeit goods, within the meaning of "traffic" under 18 U.S.C.  
17 § 2320(f)(5).

18 44. DHINGRA's participation was instrumental in  
19 furthering Defendants conspiracy and fraudulent scheme. Upon  
20 information and belief, Plaintiff alleges that DHINGRA agreed to  
21 participate in the alleged conspiracy. DHINGRA's caused his law  
22 office to file fraudulent trademark registration applications with  
23 the USPTO on behalf of Defendants as an overt act in furtherance  
24 of the alleged conspiracy.

25 45. With respect to Plaintiff's liability from the  
26 Enforcement Action, defendants' active concealment and  
27 suppression of material facts, coupled with their active

1 misrepresentations and filing of spurious trademark registration  
2 applications with the USPTO resulted in the manufacturing of the  
3 CAPS; the attempted importation of goods bearing counterfeit  
4 marks; and, civil fines and the subsequent entry of default  
5 judgment, all to Plaintiff's detriment.

6       46. With respect to Sunwear, on or about August 9, 2010,  
7 Sunwear discovered that Defendants had, without authorization  
8 or license, created a counterfeit version of Sunwear's proprietary  
9 trade dress and copyright logo. USPTO online records indicate  
10 that Defendants submitted a trademark application (Application  
11 No. 85143716) to register the trademark they knew to be owned  
12 by Sunwear on or about October 2, 2010. (Docket No. 27, p.11, ¶  
13 50). Sunwear also alleged that Defendants actually trafficked in  
14 goods that bore an exact duplicate of Sunwear's trade dress and  
15 copyrighted logo, replacing the Sun Wear mark with "Tanu  
16 Harlem U.S.A." (Docket No. 27, p. 10, ¶ 32). Defendants' used a  
17 "counterfeit mark", within the meaning of 18 U.S.C. § 2320(f)(1),  
18 in connection with the sale of said unauthorized goods.

19       47. At all relevant times mentioned herein, Plaintiff  
20 alleges that Defendants knew that the mark submitted with  
21 trademark registration application number 85143716 was  
22 previously registered and owned by Sunwear. Defendants knew  
23 that the submitted registration application as well as the  
24 unauthorized use of Sunwear's mark infringed on the trademark  
25 registered, owned, and affiliated with Sunwear Fashion, LLC.

26

27

**FIRST CLAIM FOR RELIEF**  
**FRAUDULENT MISREPRESENTATION AND SUPPRESSION**  
**OF MATERIAL FACTS**  
**(Against All Defendants)**

48. Plaintiff re-alleges each and every allegation set forth in paragraphs 1 through 47 above, inclusive, and incorporates them by reference as though fully set forth herein.

49 On or about the dates specifically alleged, defendants, by and through HASSAN and KAPOOR as officers or directors, or directors acting as officers of USI and TANU, misrepresented certain material facts to Plaintiff and concealed other material facts from Plaintiff. Regarding the concealed material facts, such concealed facts materially qualified the actual facts disclosed or were likely to mislead; and, were known or accessible only to Defendants, who knew that such facts were not known or reasonably discoverable by Plaintiff, and which facts were actively concealed from Plaintiff. The misrepresentations made and material facts concealed and suppressed were as follows:

A. Misrepresentations and Suppression of Material Facts to Plaintiff Concerning the CAPS.

50. In or about September 2008, HASSAN provided Plaintiff with a sample of the stylized “A” defendants desired to have embroidered on the CAPS. In connection with said logo, Defendants, through their agent and co-conspirator HASSAN,

1 represented that they designed the stylized “A” logo. Defendants  
2 also assured Plaintiff that the mark did not infringe on the  
3 intellectual property rights of others. To support their claims of  
4 legitimacy and authenticity, Defendants stated that an  
5 application to register the subject mark had been submitted to the  
6 USPTO. Plaintiff, whose principals are Chinese business persons  
7 who are not familiar with American baseball teams nor fans of the  
8 American past time, did not know that the requested logo  
9 infringed on the Atlanta Braves’ intellectual property rights. Nor  
10 did Plaintiff or its principals have any reason to doubt the veracity  
11 of Defendants’ statements.

12       51. Upon information and belief, Plaintiff alleges that, at  
13 all relevant times hereto, Defendants knew that they did not have  
14 a good faith claim of ownership to the stylized “A” logo they  
15 requested embroidered on the front of the CAPS; that they did not  
16 submit the trademark registration application to the USPTO in  
17 good faith; and, actually knew that the logo infringed on the  
18 Atlanta Braves registered trademark.

19       52. Plaintiff alleges that DHINGRA and the LAW  
20 OFFICES OF HARISH DHINGRA & ASSOCIATES agreed to  
21 participate in the conspiracy concocted by HASSAN and KAPOOR,  
22 and did participate in said conspiracy by filing fraudulent  
23 trademark registration applications to the USPTO on behalf and  
24 for the benefit of Defendants and in furtherance of said conspiracy.

25       53. Plaintiff further alleges that, at all relevant times  
26 hereto, defendants made said misrepresentations with the intent  
27 to induce Plaintiff into unwittingly manufacture CAPS that

1 violated the intellectual property rights of the Atlanta Braves and  
2 the laws of the United States.

3 54. Plaintiff would not have entered into the purchase  
4 agreements, nor caused the CAPS to be manufactured had it  
5 known the true facts.

6

7 B. Misrepresentations and Suppression of Material Facts  
8 Concerning the Customs Case and Enforcement Action.

9

10 55. Immediately following the seizure of the CAPS in or  
11 about December 2008, Plaintiff notified Defendants of said seizure  
12 by the CBP. HASSAN and HARLEM represented to Plaintiff that  
13 they would make all efforts to resolve the issues in a way  
14 favorable to all parties.

15 56. Plaintiff is further informed and believes, and based  
16 thereon alleges that MLB contacted Defendants regarding their  
17 attempt to register the Spurious Mark, noting that it appeared to  
18 be identical to the Atlanta Braves logo.

19 57. Beginning in or about January 2009 and through  
20 February 2009, Defendants provided Plaintiff with copies of  
21 correspondence between themselves and their counsel, Joseph A.  
22 Paparella of Paparella & Associates PC, in relation to the dialogue  
23 and resolution of the matter with MLB. Defendants provided said  
24 copies of correspondence to Plaintiff as support that all claims  
25 relating to the CAPS had been resolved.

26 58. In early February 2009, Plaintiffs received  
27 correspondence from the CBP. On or about February 13, 2009, at

1 Defendants' request, Plaintiff forwarded to them a letter it  
2 received from CBP advising of the seizure and the infringing  
3 nature of the merchandise, and an informational document  
4 entitled "Notice of Seizure and Information for Claimants Form  
5 AF." This correspondence explained the options available to  
6 Plaintiff in regard to the remission of the forfeited property.  
7 HASSAN stated and assured Plaintiff that he and the other  
8 Defendants would take care of the matter.

9         59. Relying on defendants' misrepresentations, Plaintiff  
10 was induced to refrain from taking further legal action, believing  
11 that all issues relating to the CAPS were resolved by Defendants  
12 or would be resolved by Defendants in manner favorable to all.

13         60. Then, in or about June 2009, Plaintiff received a  
14 Declaration of Administrative Forfeiture for Seizure Number  
15 2009-1704-000082-01. Believing that all issues relating to the  
16 CAPS were resolved, Plaintiff was surprised to learn of continuing  
17 legal proceedings against it and immediately contacted  
18 Defendants. Defendants feigned surprise at the pending action. At  
19 their request, Plaintiff forwarded said correspondence to  
20 Defendants on or about June 12, 2009. Defendants assured  
21 Plaintiff that they would contact the necessary authorities and  
22 take care of the matter. Defendants requested that Plaintiff  
23 continue to forward any and all correspondence it received  
24 relating to the CAPS to them. Defendants promised, in turn, that  
25 they would take all necessary actions to resolve the claim.

26         61. Several months later, Plaintiff received a notice and  
27 demand for payment of the civil fine of \$644,918.40 from the CBP.

1 The notice provided information relating to the procedure for  
2 filing a petition for relief and stated that the matter would be  
3 referred to the United States Attorney's office if Plaintiff failed to  
4 address the fine.

5 62. Plaintiff again immediately forwarded said  
6 correspondence to defendants, relying on their prior assurances  
7 and representations that they would handle the matter.  
8 Unbeknownst to Plaintiff, Defendants took no action and the fine  
9 became due and owing on or about November 10, 2009.

10 63. Plaintiff is informed and believes, and based thereon  
11 alleges that Defendants actually had no intention of resolving  
12 Customs Case or the Enforcement Action in a manner favorable to  
13 all. Plaintiff further alleges that Defendants actively suppressed  
14 material facts relating to the CBP's continuing efforts to enforce  
15 the fines levied against Plaintiff.

16 64. Plaintiff is informed and believes, and based thereon  
17 alleges that Defendants actively concealed or suppressed material  
18 facts relating to CBP's ongoing efforts to enforce the civil fines  
19 levied against Plaintiff. Defendants concealed or suppressed  
20 material facts by tell telling plaintiff other facts to mislead it and  
21 prevent plaintiff from discovering the concealed or suppressed  
22 facts.

23 65. Plaintiff is further informed and believes, and based  
24 thereon alleges that Defendants' misrepresentations and  
25 suppression of material facts are part of a scheme and conspiracy  
26 concocted and entered into by each named defendant to violate the  
27 intellectual property rights of others by claiming to have rights or

1 interests in trademarks or logos when they did not. Defendants  
2 made said misrepresentations to induce foreign suppliers, such as  
3 Plaintiff, to unknowingly manufacture goods with spurious  
4 trademarks or labels affixed thereto.

5 66. Defendants' misrepresentations were intentional; or,  
6 alternatively, made recklessly or without regard for their truth  
7 made with the intent to defraud and induce Plaintiff to refrain  
8 from taking any legal action in relation to the CAPS.

9 67. Furthermore, Defendants concealed or suppressed  
10 material facts relating to the CBP's continuing efforts to enforce  
11 the fines levied against Plaintiff to discourage and prevent  
12 Plaintiff from mounting defenses in the Customs Case that might  
13 have resulted in a finding that defendants were primarily liable  
14 for the imported counterfeit goods.

15 68. At the time Plaintiff refrained from taking action,  
16 Plaintiff was unaware of the concealed or suppressed facts and  
17 would not have refrained from taking legal action had plaintiff  
18 known the true facts.

19 69. As a direct and proximate result of the defendants'  
20 fraudulent scheme and concealment or suppression of material  
21 facts, Plaintiff has been damaged in an amount no less than the  
22 judgment entered in the Customs Case, and all other damages  
23 according to proof at trial, but in no event a sum no less than  
24 \$ 753,196.00.

25 70. Plaintiff is informed and believes and based thereon  
26 alleges that the actions of defendants, and each of them, were (1)  
27 fraudulent, meaning an intentional misrepresentation, deceit, or

1 concealment of material fact known to the defendants with the  
 2 intention on the part of defendants of thereby depriving plaintiff  
 3 of property or legal rights, or otherwise causing injury; (2)  
 4 malicious, meaning conduct which is intended by the defendants  
 5 to cause injury to plaintiff, or despicable conduct which is carried  
 6 on by the defendant with a willful and conscious disregard of the  
 7 rights or safety of others; (3) and/or oppressive, meaning  
 8 despicable conduct that subjects a person to cruel and unjust  
 9 hardship in conscious disregard of that person's rights; and, done  
 10 with the intention of depriving Plaintiff of substantial rights. The  
 11 actions of the corporate defendants controlled and influenced by  
 12 and through each individual defendant with the knowledge,  
 13 approval or ratification of said corporate defendants. Plaintiff is  
 14 therefore entitled to punitive damages in a sufficient amount to  
 15 make punish defendants, and make an example of defendants to  
 16 deter future similar fraudulent, oppressive, and malicious  
 17 misconduct in an amount according to proof at trial.

18

19

## **SECOND CLAIM FOR RELIEF**

20

### **IMPLIED CONTRACTUAL INDEMNITY**

21

**(Against Defendants USI, TANU, HASSAN, KAPOOR**

22

**and DOES 1 through 20)**

23

24

25

80. Plaintiff re-alleges each and every allegation set forth  
 in paragraphs 1 through 79 above, inclusive, and incorporates  
 them by reference as though fully set forth herein.

26

27

81. On or about September 18, 2008, Plaintiff and TANU  
 entered into a written contract whereby Plaintiff agreed to supply

1 defendant with the CAPS (with the requested logo affixed) for the  
2 purchase price of \$35,868.80. Plaintiff alleges that TANU  
3 negotiated and executed this contract as the agent, co-conspirator,  
4 and for the benefit of Defendants USI, HASSAN, and KAPOOR.  
5 A true and correct copy of the purchase order is attached hereto as  
6 Exhibit “A” and hereinafter incorporated by reference.

7 82. Paragraph 3 of the written contract specifies that  
8 “Buyers are to assume full responsibilities for any consequences  
9 arising from (a) the use of labels, designs, or patterns of this  
10 contract [ . . . ].”

11 83. On or about August 18, 2011, the United States of  
12 America brought an action against plaintiff herein in the United  
13 States District Court for the Northern District of Georgia, case  
14 number 1:11-cv-02753-WSD (“Enforcement Action”), to enforce the  
15 civil fines levied against plaintiff in relation to Seizure Case No.:  
16 2009-1704-000082-01 brought by the CBP.

17 84. Relying on the Defendants’ continuing fraudulent  
18 representations and their active suppression or concealment of  
19 material facts, Plaintiff failed to timely appear in the Enforcement  
20 Action. Accordingly, the Government moved for entry of default  
21 judgment, which that court granted on or about September 28,  
22 2011. Judgment was entered against Plaintiff in the amount of  
23 \$ 684,620.48 plus interest at the rate of .1% compounded annually.  
24 By reason of this judgment, on or about April 5, 2012, the  
25 Government executed a writ and levied \$33,442.91 from Plaintiff’s  
26 bank account at East West Bank in El Monte, California.

1           85. On or about April 5, 2012, the United States District  
2 Court for the Northern District of Georgia assessed a surcharge of  
3 ten percent (10%) of \$684,726.64 for the amount of \$68,472.36  
4 against Plaintiff.

5           86. The monies recovered by the Government against  
6 Plaintiff were caused primarily and ultimately by Defendants'  
7 breach of its contract with Plaintiff in misrepresenting the  
8 legitimacy of the requested mark. Plaintiff's liability for these  
9 damages arose, not as a result of any actual fault on its part, but  
10 solely by operation of law, arising from Plaintiff's designation as  
11 the ultimate consignee and importer of record.

12           87. By reason of the foregoing, Plaintiff is entitled to  
13 indemnity from defendants for the judgment and surcharge added  
14 for a sum of \$ 753,196.00.

15  
16                           **THIRD CAUSE OF ACTION**  
17                           **EQUITABLE INDEMNITY**  
18                           **(Against All Defendants)**

19           87. Plaintiff re-alleges each and every allegation set forth  
20 in paragraphs 1 through 86 above, inclusive, and incorporates  
21 them by reference as though fully set forth herein.

22           88. On or about August 18, 2011, the United States of  
23 America brought an action against plaintiff herein in the United  
24 States District Court for the Northern District of Georgia, case  
25 number 1:11-cv-02753-WSD ("Enforcement Action"), to enforce the  
26 civil fines levied against plaintiff in relation to Seizure Case No.:  
27 2009-1704-000082-01 brought by the CBP.

1           89. Relying on the defendants' continuing fraudulent  
2 scheme and the defendants' active suppression or concealment of  
3 material facts, Plaintiff failed to timely appear in the Enforcement  
4 Action. Accordingly, the Government moved for entry of default  
5 judgment, which that court granted on or about September 28,  
6 2011. Judgment was entered against Plaintiff in the amount of  
7 \$ 684,620.48 plus interest at the rate of .1% compounded annually.

8           90. Plaintiff alleges that it is in no way legally responsible  
9 for the events giving rise to the Customs Case and the  
10 administrative fine levied against it. Instead, Plaintiff alleges that  
11 defendants, and each of them, were negligent, misrepresented or  
12 suppressed material facts, and breached the written contract  
13 identified above, resulting in the administrative fine levied  
14 against Plaintiff by the CBP. The above alleged acts of the  
15 defendants, and each of them, were the proximate cause of the  
16 fine levied against Plaintiff and the subsequent civil judgment.

17           91. Defendants, and each of them, are jointly and severally  
18 liable for any such damages in direct proportion with the extent of  
19 damages caused by the conduct alleged above according to proof at  
20 trial, but in no event less than \$753,196.00.

21  
22 ///

23  
24 ///

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26 ///

27

**FOURTH CLAIM FOR RELIEF**  
**RACKETEER INFLUENCED CORRUPT ORGANIZATIONS ACT**  
**COUNT ONE**  
**VIOLATION OF 18 U.S.C. § 1962(b):**  
**Acquisition and Maintenance of an Interest In and Control of an**  
**Enterprise Engaged in a Pattern of Racketeering Activity**  
**(Against All Defendants)**

92. Plaintiff re-alleges each and every allegation set forth in paragraphs 1 through 91 above, inclusive, and incorporates them by reference as though fully set forth herein.

93. At some time between February 2008 and April 2012 (at a minimum), Defendants did acquire and/or maintain, directly or indirectly, an interest in or control of an enterprise which is engaged in, or the activities of which, affected interstate or foreign commerce, in violation of 18 U.S.C. § 1962(b).

94. Some or all of the following individuals and entities (or any combination thereof) constituted an “enterprise” within the meaning of 18 U.S.C. §§ 1961(4) and 1962(b), in that they were a “group of individuals associated in fact”: HASSAN, KAPOOR, USI, TANU, DHINGRA, and DHINGRA FIRM.

(a) HASSAN is a “person,” within the meaning of 18 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or maintain, directly or indirectly, an interest in or control of said enterprise.

(b) KAPOOR is a “person,” within the meaning of 18 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or

1 maintain, directly or indirectly, an interest in or  
2 control of said enterprise.

3 (c) DHINGRA is a “person,” within the meaning of  
4 18 U.S.C. §§ 1961(3) and 1962(b), who did acquire  
5 and/or maintain, directly or indirectly, an interest in  
6 said enterprise.

7 (d) USI is a “person,” within the meaning of 18 U.S.C.  
8 §§ 1961(3) and 1962(b), who did acquire and/or  
9 maintain, directly or indirectly, an interest in or  
10 control of said enterprise.

11 (e) TANU is a “person,” within the meaning of 18  
12 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or  
13 maintain, directly or indirectly, an interest in or  
14 control of said enterprise.

15 (f) DHINGRA FIRM is a “person,” within the  
16 meaning of 18 U.S.C. §§ 1961(3) and 1962(b), who did  
17 acquire and/or maintain, directly or indirectly, an  
18 interest in or control of said enterprise.

19 (g) At some time between February 2008 and April  
20 2012 (at a minimum), Defendants, each of them, did  
21 acquire and/or maintain, directly or indirectly, an  
22 interest in or control of said enterprise which is  
23 engaged in, or the activities of which, affected  
24 interstate or foreign commerce, in violation of 18 U.S.C.  
25 § 1962(b).

26  
27 ///

1           95. Alternatively, between February 2008 and April 2012  
2 (at a minimum), the following corporation constituted the RICO  
3 “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) and  
4 1962(b), and as recognized in *U.S. v. Feldman*, 853 F.2d 648, 655  
5 (9th Cir. 1988): USI.

6           (a) HASSAN is a “person,” within the meaning of 18  
7 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or  
8 maintain, directly or indirectly, an interest in or  
9 control of USI. HASSAN is an officer and shareholder  
10 of USI.

11           (b) KAPOOR is a “person,” within the meaning of 18  
12 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or  
13 maintain, directly or indirectly, an interest in or  
14 control of USI. KAPOOR is an officer, director, and  
15 shareholder of USI.

16           (c) DHINGRA is a “person,” within the meaning of  
17 18 U.S.C. §§ 1961(3) and 1962(b), who did acquire  
18 and/or maintain, directly or indirectly, an interest in  
19 said enterprise.

20           (d) TANU is a “person,” within the meaning of 18  
21 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or  
22 maintain, directly or indirectly, an interest in or  
23 control of said enterprise.

24           (e) DHINGRA FIRM is a “person,” within the  
25 meaning of 18 U.S.C. §§ 1961(3) and 1962(b), who did  
26 acquire and/or maintain, directly or indirectly, an  
27 interest in or control of said enterprise.

1 (f) At some time between February 2008 and April  
2 2012 (at a minimum), Defendants, each of them, did  
3 acquire and/or maintain, directly or indirectly, an  
4 interest in or control of said enterprise.

5 96. Alternatively, between February 2008 and April 2012  
6 (at a minimum), the following corporation constituted the RICO  
7 “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) and  
8 1962(b), and as recognized in *U.S. v. Feldman*, 853 F.2d 648, 655  
9 (9th Cir. 1988): TANU.

10 (a) HASSAN is a “person,” within the meaning of 18  
11 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or  
12 maintain, directly or indirectly, an interest in or  
13 control of TANU. HASSAN is an officer and  
14 shareholder of TANU.

15 (b) KAPOOR is a “person,” within the meaning of 18  
16 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or  
17 maintain, directly or indirectly, an interest in or  
18 control of TANU. KAPOOR is an officer, director, and  
19 shareholder of TANU.

20 (c) DHINGRA is a “person,” within the meaning of  
21 18 U.S.C. §§ 1961(3) and 1962(b), who did acquire  
22 and/or maintain, directly or indirectly, an interest in  
23 said enterprise.

24 (d) USI is a “person,” within the meaning of 18 U.S.C.  
25 §§ 1961(3) and 1962(b), who did acquire and/or  
26 maintain, directly or indirectly, an interest in or  
27 control of said enterprise.

1 (e) DHINGRA FIRM is a “person,” within the  
2 meaning of 18 U.S.C. §§ 1961(3) and 1962(b), who did  
3 acquire and/or maintain, directly or indirectly, an  
4 interest in or control of said enterprise.

5 (f) At some time between February 2008 and April  
6 2012 (at a minimum), Defendants, each of them, did  
7 acquire and/or maintain, directly or indirectly, an  
8 interest in or control of said enterprise.

9 97. Alternatively, between February 2008 and April 2012  
10 (at a minimum), the following individual constituted an  
11 “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) and  
12 1962(b): HASSAN.

13 (a) KAPOOR is a “person,” within the meaning of 18  
14 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or  
15 maintain, directly or indirectly, an interest in or  
16 control of said enterprise.

17 (b) DHINGRA is a “person,” within the meaning of  
18 18 U.S.C. §§ 1961(3) and 1962(b), who did acquire  
19 and/or maintain, directly or indirectly, an interest in  
20 said enterprise.

21 (c) USI is a “person,” within the meaning of 18 U.S.C.  
22 §§ 1961(3) and 1962(b), who did acquire and/or  
23 maintain, directly or indirectly, an interest in or  
24 control of said enterprise.

25 (d) TANU is a “person,” within the meaning of 18  
26 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or

1 maintain, directly or indirectly, an interest in or  
2 control of said enterprise.

3 (e) DHINGRA FIRM is a “person,” within the  
4 meaning of 18 U.S.C. §§ 1961(3) and 1962(b), who did  
5 acquire and/or maintain, directly or indirectly, an  
6 interest in or control of said enterprise.

7 (f) At some time between February 2008 and April  
8 2012 (at a minimum), Defendants, each of them, did  
9 acquire and/or maintain, directly or indirectly, an  
10 interest in or control of said enterprise.

11 98. Alternatively, between February 2008 and April 2012  
12 (at a minimum), the following individual constituted an  
13 “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) and  
14 1962(b): KAPOOR.

15 (a) HASSAN is a “person,” within the meaning of 18  
16 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or  
17 maintain, directly or indirectly, an interest in or  
18 control of said enterprise.

19 (b) DHINGRA is a “person,” within the meaning of  
20 18 U.S.C. §§ 1961(3) and 1962(b), who did acquire  
21 and/or maintain, directly or indirectly, an interest in  
22 said enterprise.

23 (c) USI is a “person,” within the meaning of 18 U.S.C.  
24 §§ 1961(3) and 1962(b), who did acquire and/or  
25 maintain, directly or indirectly, an interest in or  
26 control of said enterprise.

1 (d) TANU is a “person,” within the meaning of 18  
2 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or  
3 maintain, directly or indirectly, an interest in or  
4 control of said enterprise.

5 (e) DHINGRA FIRM is a “person,” within the  
6 meaning of 18 U.S.C. §§ 1961(3) and 1962(b), who did  
7 acquire and/or maintain, directly or indirectly, an  
8 interest in or control of said enterprise.

9 (f) At some time between February 2008 and April  
10 2012 (at a minimum), Defendants, each of them, did  
11 acquire and/or maintain, directly or indirectly, an  
12 interest in or control of said enterprise.

13 99. Alternatively, between February 2008 and April 2012  
14 (at a minimum), the following individual constituted an  
15 “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) and  
16 1962(b): DHINGRA.

17 (a) HASSAN is a “person,” within the meaning of 18  
18 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or  
19 maintain, directly or indirectly, an interest in or  
20 control of said enterprise.

21 (b) KAPOOR is a “person,” within the meaning of 18  
22 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or  
23 maintain, directly or indirectly, an interest in said  
24 enterprise.

25 (c) USI is a “person,” within the meaning of 18 U.S.C.  
26 §§ 1961(3) and 1962(b), who did acquire and/or

1 maintain, directly or indirectly, an interest in or  
2 control of said enterprise.

3 (d) TANU is a “person,” within the meaning of 18  
4 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or  
5 maintain, directly or indirectly, an interest in or  
6 control of said enterprise.

7 (e) DHINGRA FIRM is a “person,” within the  
8 meaning of 18 U.S.C. §§ 1961(3) and 1962(b), who did  
9 acquire and/or maintain, directly or indirectly, an  
10 interest in or control of said enterprise.

11 (f) At some time between February 2008 and April  
12 2012 (at a minimum), Defendants, each of them, did  
13 acquire and/or maintain, directly or indirectly, an  
14 interest in or control of said enterprise.

15 100. Alternatively, between February 2008 and April 2012  
16 (at a minimum), the following individual constituted an  
17 “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) and  
18 1962(b), and as recognized in *U.S. v. Feldman*, 853 F.2d 648, 655  
19 (9th Cir. 1988): LAW OFFICES OF HARISH DHINGRA &  
20 ASSOCIATES.

21 (a) HASSAN is a “person,” within the meaning of 18  
22 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or  
23 maintain, directly or indirectly, an interest in or  
24 control of said enterprise.

25 (b) KAPOOR is a “person,” within the meaning of 18  
26 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or

1 maintain, directly or indirectly, an interest in or  
2 control of said enterprise.

3 (c) DHINGRA is a “person,” within the meaning of  
4 18 U.S.C. §§ 1961(3) and 1962(b), who did acquire  
5 and/or maintain, directly or indirectly, an interest in  
6 said enterprise. DHINGRA is the principal of  
7 DHINGRA FIRM.

8 (d) USI is a “person,” within the meaning of 18 U.S.C.  
9 §§ 1961(3) and 1962(b), who did acquire and/or  
10 maintain, directly or indirectly, an interest in or  
11 control of said enterprise.

12 (e) TANU is a “person,” within the meaning of 18  
13 U.S.C. §§ 1961(3) and 1962(b), who did acquire and/or  
14 maintain, directly or indirectly, an interest in or  
15 control of said enterprise.

16 (f) At some time between February 2008 and April  
17 2012 (at a minimum), Defendants, each of them, did  
18 acquire and/or maintain, directly or indirectly, an  
19 interest in or control of said enterprise.

20 101. At all relevant times herein, the enterprises alleged in  
21 paragraphs 94 through 100 (*supra*) were engaged in, and their  
22 activities affected, interstate commerce and foreign commerce.

23 102. All of the acts of racketeering described in paragraphs  
24 24 through 47, *supra*, were related so as to establish a “pattern of  
25 racketeering activity,” within the meaning of 18 U.S.C. § 1962(b),  
26 in that their common purpose was to defraud Plaintiff of money  
27 and property and the common result was the defrauding of

1 Plaintiff resulting in the loss of money and property; HASSAN,  
2 KAPOOR, USI, TANU, DHINGRA, and DHINGRA FIRM  
3 KAPOOR, did acquire and/or maintain, directly or indirectly, an  
4 interest in or control of an enterprise engaged in a pattern of  
5 racketeering; Plaintiff was the victim of the acts of racketeering;  
6 and/or the acts of racketeering were otherwise interrelated by  
7 distinguishing characteristics and were not isolated events.

8 103. All of the acts of racketeering described in paragraphs  
9 24 through 47, *supra*, were continuous as to form a pattern of  
10 racketeering activity in that defendants engaged in the predicate  
11 acts over a substantial period of time; or, in that defendants'  
12 efforts of racketeering were an extension of HASSAN and  
13 KAPOOR's illegal efforts to acquire intellectual property  
14 belonging to others through fraudulent and surreptitious means  
15 assisted by DHINGRA. Defendants' acts of racketeering  
16 threatened to continue indefinitely and would have continued  
17 indefinitely but for the intervention of Sunwear and the CBP.

18 104. As a direct and proximate result of, and by reason of,  
19 the activities of defendants, and their conduct in violation of 18  
20 U.S.C. § 1962(b), Plaintiff was injured in its business and property,  
21 within the meaning of 18 U.S.C. § 1964(c). Among other things,  
22 Plaintiff suffered damages to the extent that the CBP levied fines  
23 and penalties against it which were later reduced to a civil  
24 judgment; to the extent Plaintiff incurred legal fees to set aside  
25 the judgment entered by the District Court for the Northern  
26 District of Georgia. Plaintiff suffered further damages to the  
27 extent the Government executed writs of garnishment from

1 Plaintiff's bank accounts. Plaintiff is, therefore, entitled to recover  
2 treble damages it sustained together with the cost of suit,  
3 including costs, reasonable attorneys' fees and reasonable experts'  
4 fees.

5  
6 **RACKETEER INFLUENCED CORRUPT ORGANIZATIONS ACT**

7 **COUNT TWO**

8 **VIOLATION OF 18 U.S.C. § 1962(c):**

9 **Conduct and Participation in a RICO Enterprise Engaged in a**  
10 **Pattern of Racketeering Activity**

11  
12 105. Plaintiff re-alleges each and every allegation set forth  
13 in paragraphs 1 through 104 above, inclusive, and incorporates  
14 them by reference as though fully set forth herein.

15 106. Between February 2008 and April 2012 (at a  
16 minimum), some or all of the following individuals and entities (or  
17 any combination thereof) constituted an "enterprise," within the  
18 statutory definition of 18 U.S.C. §§ 1961(4) and 1962(c), in that  
19 they were a "group of individuals associated in fact": HASSAN,  
20 KAPOOR, USI, TANU, DHINGRA, and DHINGRA FIRM.

21 (a) HASSAN is a "person," within the meaning of 18  
22 U.S.C. §§ 1961(3) and 1962(c), who individually  
23 associated with and/or participated in the conduct of  
24 said enterprise's affairs.

25 (b) KAPOOR is a "person," within the meaning of 18  
26 U.S.C. §§ 1961(3) and 1962(c), who individually

1 associated with and/or participated in the conduct of  
2 said enterprise's affairs.

3 (c) DHINGRA is a "person," within the meaning of  
4 18 U.S.C. §§ 1961(3) and 1962(c), who individually  
5 associated with and/or participated in the conduct of  
6 said enterprise's affairs.

7 (d) USI is a "person," within the meaning of 18 U.S.C.  
8 §§ 1961(3) and 1962(b), within the meaning of 18 U.S.C.  
9 §§ 1961(3) and 1962(c), who individually associated  
10 with and/or participated in the conduct of said  
11 enterprise's affairs.

12 (e) TANU is a "person," within the meaning of 18  
13 U.S.C. §§ 1961(3) and 1962(c), who individually  
14 associated with and/or participated in the conduct of  
15 said enterprise's affairs.

16 (g) DHINGRA FIRM is a "person," within the  
17 meaning of 18 U.S.C. §§ 1961(3) and 1962(c), who  
18 individually associated with and/or participated in the  
19 conduct of said enterprise's affairs.

20 (h) Between February 2008 and April 2012 (at a  
21 minimum), HASSAN and KAPOOR individually  
22 conducted, participated in, engaged in, and operated  
23 and managed the affairs of the enterprise through a  
24 pattern of racketeering activity within the meaning of  
25 18 U.S.C. §§ 1961(1), 1961(5), and 1962(c). HASSAN  
26 AND KAPOOR's pattern of racketeering activity  
27 consisted of the acts of mail and wire fraud (described

1 in paragraphs 24 – 39, *supra*), and the trafficking of  
2 counterfeit goods (described in paragraphs 40 – 47,  
3 *supra*).

4 (i) Between February 2008 and April 2012 (at a  
5 minimum), DHINGRA and DHINGRA FIRM  
6 individually conducted, participated in, engaged in,  
7 and operated and managed the affairs of the enterprise  
8 through a pattern of racketeering activity within the  
9 meaning of 18 U.S.C. §§ 1961(1), 1961(5), and 1962(c).  
10 DHINGRA and DHINGRA FIRM's pattern of  
11 racketeering activity consisted of the acts of mail and  
12 wire fraud (described in paragraphs 24 – 39, *supra*),  
13 and the trafficking of counterfeit goods (described in  
14 paragraphs 40 – 47, *supra*).

15 107. Alternatively, between February 2008 and April 2012  
16 (at a minimum), the following individual constituted an  
17 “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) and  
18 1962(c): HASSAN.

19 (a) KAPOOR is a “person,” within the meaning of 18  
20 U.S.C. §§ 1961(3) and 1962(c), who individually  
21 associated with and/or participated in the conduct of  
22 said enterprise's affairs.

23 (b) DHINGRA is a “person,” within the meaning of  
24 18 U.S.C. §§ 1961(3) and 1962(c), who individually  
25 associated with and/or participated in the conduct of  
26 said enterprise's affairs.

1 (d) USI is a “person,” within the meaning of 18 U.S.C.  
2 §§ 1961(3) and 1962(b), within the meaning of 18 U.S.C.  
3 §§ 1961(3) and 1962(c), who individually associated  
4 with and/or participated in the conduct of said  
5 enterprise’s affairs.

6 (e) TANU is a “person,” within the meaning of 18  
7 U.S.C. §§ 1961(3) and 1962(c), who individually  
8 associated with and/or participated in the conduct of  
9 said enterprise’s affairs.

10 (g) DHINGRA FIRM is a “person,” within the  
11 meaning of 18 U.S.C. §§ 1961(3) and 1962(c), who  
12 individually associated with and/or participated in the  
13 conduct of said enterprise’s affairs.

14 (h) Between February 2008 and April 2012 (at a  
15 minimum), KAPOOR individually conducted,  
16 participated in, engaged in, and operated and managed  
17 the affairs of the enterprise through a pattern of  
18 racketeering activity within the meaning of 18 U.S.C.  
19 §§ 1961(1), 1961(5), and 1962(c). KAPOOR’s pattern of  
20 racketeering activity consisted of the acts of mail and  
21 wire fraud (described in paragraphs 24 – 39, *supra*),  
22 and the trafficking of counterfeit goods (described in  
23 paragraphs 40 – 47, *supra*).

24 (i) Between February 2008 and April 2012 (at a  
25 minimum), DHINGRA and DHINGRA FIRM  
26 individually conducted, participated in, engaged in,  
27 and operated and managed the affairs of the enterprise

1 through a pattern of racketeering activity within the  
2 meaning of 18 U.S.C. §§ 1961(1), 1961(5), and 1962(c).  
3 DHINGRA and DHINGRA FIRM's pattern of  
4 racketeering activity consisted of the acts of mail and  
5 wire fraud (described in paragraphs 24 – 39, *supra*),  
6 and the trafficking of counterfeit goods (described in  
7 paragraphs 40 – 47, *supra*).

8 108. Alternatively, between February 2008 and April 2012  
9 (at a minimum), the following individual constituted an  
10 “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) and  
11 1962(c): KAPOOR.

12 (a) HASSAN is a “person,” within the meaning of 18  
13 U.S.C. §§ 1961(3) and 1962(c), who individually  
14 associated with and/or participated in the conduct of  
15 said enterprise's affairs.

16 (b) DHINGRA is a “person,” within the meaning of  
17 18 U.S.C. §§ 1961(3) and 1962(c), who individually  
18 associated with and/or participated in the conduct of  
19 said enterprise's affairs.

20 (d) USI is a “person,” within the meaning of 18 U.S.C.  
21 §§ 1961(3) and 1962(b), within the meaning of 18 U.S.C.  
22 §§ 1961(3) and 1962(c), who individually associated  
23 with and/or participated in the conduct of said  
24 enterprise's affairs.

25 (e) TANU is a “person,” within the meaning of 18  
26 U.S.C. §§ 1961(3) and 1962(c), who individually

1 associated with and/or participated in the conduct of  
2 said enterprise's affairs.

3 (g) DHINGRA FIRM is a "person," within the  
4 meaning of 18 U.S.C. §§ 1961(3) and 1962(c), who  
5 individually associated with and/or participated in the  
6 conduct of said enterprise's affairs.

7 (h) Between February 2008 and April 2012 (at a  
8 minimum), HASSAN individually conducted,  
9 participated in, engaged in, and operated and managed  
10 the affairs of the enterprise through a pattern of  
11 racketeering activity within the meaning of 18 U.S.C.  
12 §§ 1961(1), 1961(5), and 1962(c). HASSAN's pattern of  
13 racketeering activity consisted of the acts of mail and  
14 wire fraud (described in paragraphs 24 – 39, *supra*),  
15 and the trafficking of counterfeit goods (described in  
16 paragraphs 40 – 47, *supra*).

17 (i) Between February 2008 and April 2012 (at a  
18 minimum), DHINGRA and DHINGRA FIRM  
19 individually conducted, participated in, engaged in,  
20 and operated and managed the affairs of the enterprise  
21 through a pattern of racketeering activity within the  
22 meaning of 18 U.S.C. §§ 1961(1), 1961(5), and 1962(c).  
23 DHINGRA and DHINGRA FIRM's pattern of  
24 racketeering activity consisted of the acts of mail and  
25 wire fraud (described in paragraphs 24 – 39, *supra*),  
26 and the trafficking of counterfeit goods (described in  
27 paragraphs 40 – 47, *supra*).

1           109. Alternatively, between February 2008 and April 2012  
2 (at a minimum), the following corporation constituted the RICO  
3 “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) and  
4 1962(c), and as recognized in *U.S. v. Feldman*, 853 F.2d 648, 655  
5 (9th Cir. 1988): USI.

6           (a) HASSAN is a “person,” within the meaning of 18  
7 U.S.C. §§ 1961(3) and 1962(c), who individually  
8 associated with and/or participated in the conduct of  
9 said enterprise’s affairs.

10          (b) KAPOOR is a “person,” within the meaning of 18  
11 U.S.C. §§ 1961(3) and 1962(c), who individually  
12 associated with and/or participated in the conduct of  
13 said enterprise’s affairs.

14          (c) DHINGRA is a “person,” within the meaning of  
15 18 U.S.C. §§ 1961(3) and 1962(c), who individually  
16 associated with and/or participated in the conduct of  
17 said enterprise’s affairs.

18          (d) TANU is a “person,” within the meaning of 18  
19 U.S.C. §§ 1961(3) and 1962(c), who individually  
20 associated with and/or participated in the conduct of  
21 said enterprise’s affairs.

22          (e) DHINGRA FIRM is a “person,” within the  
23 meaning of 18 U.S.C. §§ 1961(3) and 1962(c), who  
24 individually associated with and/or participated in the  
25 conduct of said enterprise’s affairs.

26          (f) Between February 2008 and April 2012 (at a  
27 minimum), HASSAN and KAPOOR, conducted,

1 participated in, engaged in, and operated and managed  
2 the affairs of the enterprise through a pattern of  
3 racketeering activity within the meaning of 18 U.S.C.  
4 §§ 1961(1), 1961(5), and 1962(c). HASSAN and  
5 KAPOOR's pattern of racketeering activity consisted of  
6 the acts of mail and wire fraud (described in  
7 paragraphs 24 – 39, *supra*), and the trafficking of  
8 counterfeit goods (described in paragraphs 40 – 47,  
9 *supra*).

10 (g) Between February 2008 and April 2012 (at a  
11 minimum), TANU, under the direction and control of  
12 HASSAN and KAPOOR, conducted, participated in,  
13 engaged in, and operated and managed the affairs of  
14 the enterprise through a pattern of racketeering  
15 activity within the meaning of 18 U.S.C. §§ 1961(1),  
16 1961(5), and 1962(c). TANU's pattern of racketeering  
17 activity consisted of the acts of mail and wire fraud  
18 (described in paragraphs 24 – 39, *supra*), and the  
19 trafficking of counterfeit goods (described in  
20 paragraphs 40 – 47, *supra*).

21 (h) Between February 2008 and April 2012 (at a  
22 minimum), DHINGRA and DHINGRA FIRM,  
23 conducted, participated in, engaged in, and operated  
24 and managed the affairs of the enterprise through a  
25 pattern of racketeering activity within the meaning of  
26 18 U.S.C. §§ 1961(1), 1961(5), and 1962(c). HASSAN's  
27 pattern of racketeering activity consisted of the acts of

1 mail and wire fraud (described in paragraphs 24 – 39,  
2 *supra*), and the trafficking of counterfeit goods  
3 (described in paragraphs 40 – 47, *supra*).

4 (i) TANU and USI have legal existences separate  
5 from their participation in the racketeering.

6 (j) The separate legal existence of TANU and USI  
7 made KAPOOR and HASSAN's activities possible and  
8 profitable by providing a legal shield for the illegal  
9 activity. Their usual and daily activities were part of  
10 the pattern of racketeering activity. TANU submitted  
11 the bogus trademark registration relating to Sunwear;  
12 USI submitted the bogus trademark registration  
13 relating to the Atlanta Braves. Both trademark  
14 applications were prepared and filed by DHINGRA and  
15 DHINGRA FIRM, on behalf of other Defendants.

16 (k) USI also presumably leased commercial retail  
17 space to store and sell counterfeit goods. USI existed  
18 for the purposes of making money for the individual  
19 defendants.

20 110. Alternatively, between February 2008 and April 2012  
21 (at a minimum), the following corporation constituted the RICO  
22 "enterprise," within the meaning of 18 U.S.C. §§ 1961(4) and  
23 1962(c), and as recognized in *U.S. v. Feldman*, 853 F.2d 648, 655  
24 (9th Cir. 1988): TANU.

25 (a) HASSAN is a "person," within the meaning of 18  
26 U.S.C. §§ 1961(3) and 1962(c), who individually

1 associated with and/or participated in the conduct of  
2 said enterprise's affairs.

3 (b) KAPOOR is a "person," within the meaning of 18  
4 U.S.C. §§ 1961(3) and 1962(c), who individually  
5 associated with and/or participated in the conduct of  
6 said enterprise's affairs.

7 (c) DHINGRA is a "person," within the meaning of  
8 18 U.S.C. §§ 1961(3) and 1962(c), who individually  
9 associated with and/or participated in the conduct of  
10 said enterprise's affairs.

11 (d) USI is a "person," within the meaning of 18 U.S.C.  
12 §§ 1961(3) and 1962(c), who individually associated  
13 with and/or participated in the conduct of said  
14 enterprise's affairs.

15 (e) DHINGRA FIRM is a "person," within the  
16 meaning of 18 U.S.C. §§ 1961(3) and 1962(c), who  
17 individually associated with and/or participated in the  
18 conduct of said enterprise's affairs.

19 (f) Between February 2008 and April 2012 (at a  
20 minimum), HASSAN and KAPOOR, conducted,  
21 participated in, engaged in, and operated and managed  
22 the affairs of the enterprise through a pattern of  
23 racketeering activity within the meaning of 18 U.S.C.  
24 §§ 1961(1), 1961(5), and 1962(c). HASSAN and  
25 KAPOOR's pattern of racketeering activity consisted of  
26 the acts of mail and wire fraud (described in  
27 paragraphs 24 – 39, *supra*), and the trafficking of

1 counterfeit goods (described in paragraphs 40 – 47,  
2 *supra*).

3 (g) Between February 2008 and April 2012 (at a  
4 minimum), USI, under the direction and control of  
5 HASSAN and KAPOOR, conducted, participated in,  
6 engaged in, and operated and managed the affairs of  
7 the enterprise through a pattern of racketeering  
8 activity within the meaning of 18 U.S.C. §§ 1961(1),  
9 1961(5), and 1962(c). USI's pattern of racketeering  
10 activity consisted of the acts of mail and wire fraud  
11 (described in paragraphs 24 – 39, *supra*), and the  
12 trafficking of counterfeit goods (described in  
13 paragraphs 40 – 47, *supra*).

14 (h) Between February 2008 and April 2012 (at a  
15 minimum), DHINGRA and DHINGRA FIRM,  
16 conducted, participated in, engaged in, and operated  
17 and managed the affairs of the enterprise through a  
18 pattern of racketeering activity within the meaning of  
19 18 U.S.C. §§ 1961(1), 1961(5), and 1962(c). DHINGRA  
20 and DHINGRA FIRM's pattern of racketeering activity  
21 consisted of the acts of mail and wire fraud (described  
22 in paragraphs 24 – 39, *supra*), and the trafficking of  
23 counterfeit goods (described in paragraphs 40 – 47,  
24 *supra*).

25 (i) TANU and USI have legal existences separate  
26 from their participation in the racketeering.

1 (j) The separate legal existence of TANU and USI  
2 made KAPOOR and HASSAN's activities possible and  
3 profitable by providing a legal shield for the illegal  
4 activity. Their usual and daily activities were part of  
5 the pattern of racketeering activity. TANU submitted  
6 the bogus trademark registration relating to Sunwear;  
7 USI submitted the bogus trademark registration  
8 relating to the Atlanta Braves. Both trademark  
9 applications were prepared and filed by DHINGRA and  
10 DHINGRA FIRM, on behalf of other Defendants.

11 (k) TANU also presumably leased commercial retail  
12 space to store and sell counterfeit goods. USI existed  
13 for the purposes of making money for the individual  
14 defendants.

15 111. Alternatively, between February 2008 and April 2012  
16 (at a minimum), the following individual constituted an  
17 "enterprise," within the meaning of 18 U.S.C. §§ 1961(4) and  
18 1962(c): DHINGRA.

19 (a) HASSAN is a "person," within the meaning of 18  
20 U.S.C. §§ 1961(3) and 1962(c), who individually  
21 associated with and/or participated in the conduct of  
22 said enterprise's affairs.

23 (b) KAPOOR is a "person," within the meaning of 18  
24 U.S.C. §§ 1961(3) and 1962(c), who individually  
25 associated with and/or participated in the conduct of  
26 said enterprise's affairs.

1 (c) USI is a “person,” within the meaning of 18 U.S.C.  
2 §§ 1961(3) and 1962(b), within the meaning of 18 U.S.C.  
3 §§ 1961(3) and 1962(c), who individually associated  
4 with and/or participated in the conduct of said  
5 enterprise’s affairs.

6 (d) TANU is a “person,” within the meaning of 18  
7 U.S.C. §§ 1961(3) and 1962(c), who individually  
8 associated with and/or participated in the conduct of  
9 said enterprise’s affairs.

10 (e) DHINGRA FIRM is a “person,” within the  
11 meaning of 18 U.S.C. §§ 1961(3) and 1962(c), who  
12 individually associated with and/or participated in the  
13 conduct of said enterprise’s affairs.

14 (f) Between February 2008 and April 2012 (at a  
15 minimum), HASSAN and KAPOOR individually  
16 conducted, participated in, engaged in, and operated  
17 and managed the affairs of the enterprise through a  
18 pattern of racketeering activity within the meaning of  
19 18 U.S.C. §§ 1961(1), 1961(5), and 1962(c). HASSAN  
20 and KAPOOR’s pattern of racketeering activity  
21 consisted of the acts of mail and wire fraud (described  
22 in paragraphs 24 – 39, *supra*), and the trafficking of  
23 counterfeit goods (described in paragraphs 40 – 47,  
24 *supra*).

25 (g) Between February 2008 and April 2012 (at a  
26 minimum), USI, under the direction and control of  
27 HASSAN and KAPOOR, conducted, participated in,

1 engaged in, and operated and managed the affairs of  
2 the enterprise through a pattern of racketeering  
3 activity within the meaning of 18 U.S.C. §§ 1961(1),  
4 1961(5), and 1962(c). USI's pattern of racketeering  
5 activity consisted of the acts of mail and wire fraud  
6 (described in paragraphs 24 – 39, *supra*), and the  
7 trafficking of counterfeit goods (described in  
8 paragraphs 40 – 47, *supra*).

9 (h) Between February 2008 and April 2012 (at a  
10 minimum), TANU, under the direction and control of  
11 HASSAN and KAPOOR, conducted, participated in,  
12 engaged in, and operated and managed the affairs of  
13 the enterprise through a pattern of racketeering  
14 activity within the meaning of 18 U.S.C. §§ 1961(1),  
15 1961(5), and 1962(c). TANU's pattern of racketeering  
16 activity consisted of the acts of mail and wire fraud  
17 (described in paragraphs 24 – 39, *supra*), and the  
18 trafficking of counterfeit goods (described in  
19 paragraphs 40 – 47, *supra*).

20 (i) Between February 2008 and April 2012 (at a  
21 minimum), DHINGRA individually conducted,  
22 participated in, engaged in, and operated and managed  
23 the affairs of the enterprise through a pattern of  
24 racketeering activity within the meaning of 18 U.S.C.  
25 §§ 1961(1), 1961(5), and 1962(c). DHINGRA and  
26 DHINGRA FIRM's pattern of racketeering activity  
27 consisted of the acts of mail and wire fraud ((described

1           in paragraphs 24 – 39, *supra*), and the trafficking of  
2           counterfeit goods (described in paragraphs 40 – 47,  
3           *supra*).

4           112. Alternatively, between February 2008 and April 2012  
5           (at a minimum), the following corporation constituted the RICO  
6           “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) and  
7           1962(c), and as confirmed in *U.S. v. Feldman*, 853 F.2d 648, 655  
8           (9th Cir. 1988): DHINGRA FIRM.

9           (a) HASSAN is a “person,” within the meaning of 18  
10          U.S.C. §§ 1961(3) and 1962(c), who individually  
11          associated with and/or participated in the conduct of  
12          said enterprise’s affairs.

13          (b) KAPOOR is a “person,” within the meaning of 18  
14          U.S.C. §§ 1961(3) and 1962(c), who individually  
15          associated with and/or participated in the conduct of  
16          said enterprise’s affairs.

17          (c) DHINGRA is a “person,” within the meaning of  
18          18 U.S.C. §§ 1961(3) and 1962(c), who individually  
19          associated with and/or participated in the conduct of  
20          said enterprise’s affairs.

21          (d) USI is a “person,” within the meaning of 18 U.S.C.  
22          §§ 1961(3) and 1962(c), who individually associated  
23          with and/or participated in the conduct of said  
24          enterprise’s affairs.

25          (e) TANU is a “person,” within the meaning of 18  
26          U.S.C. §§ 1961(3) and 1962(c), who individually

1 associated with and/or participated in the conduct of  
2 said enterprise's affairs.

3 (f) Between February 2008 and April 2012 (at a  
4 minimum), HASSAN and KAPOOR, conducted,  
5 participated in, engaged in, and operated and managed  
6 the affairs of the enterprise through a pattern of  
7 racketeering activity within the meaning of 18 U.S.C.  
8 §§ 1961(1), 1961(5), and 1962(c). HASSAN and  
9 KAPOOR's pattern of racketeering activity consisted of  
10 the acts of mail and wire fraud (described in  
11 paragraphs 24 – 39, *supra*), and the trafficking of  
12 counterfeit goods (described in paragraphs 40 – 47,  
13 *supra*).

14 (g) Between February 2008 and April 2012 (at a  
15 minimum), DHINGRA conducted, participated in,  
16 engaged in, and operated and managed the affairs of  
17 the enterprise through a pattern of racketeering  
18 activity within the meaning of 18 U.S.C. §§ 1961(1),  
19 1961(5), and 1962(c). DHINGRA's pattern of  
20 racketeering activity consisted of the acts of mail and  
21 wire fraud (described in paragraphs 24 – 39, *supra*),  
22 and the trafficking of counterfeit goods (described in  
23 paragraphs 40 – 47, *supra*).

24 (h) Between February 2008 and April 2012 (at a  
25 minimum), USI, under the direction and control of  
26 HASSAN and KAPOOR, conducted, participated in,  
27 engaged in, and operated and managed the affairs of

1 the enterprise through a pattern of racketeering  
2 activity within the meaning of 18 U.S.C. §§ 1961(1),  
3 1961(5), and 1962(c). USI's pattern of racketeering  
4 activity consisted of the acts of mail and wire fraud  
5 (described in paragraphs 24 – 39, *supra*), and the  
6 trafficking of counterfeit goods (described in  
7 paragraphs 40 – 47, *supra*).

8 (i) Between February 2008 and April 2012 (at a  
9 minimum), TANU, under the direction and control of  
10 HASSAN and KAPOOR, conducted, participated in,  
11 engaged in, and operated and managed the affairs of  
12 the enterprise through a pattern of racketeering  
13 activity within the meaning of 18 U.S.C. §§ 1961(1),  
14 1961(5), and 1962(c). TANU's pattern of racketeering  
15 activity consisted of the acts of mail and wire fraud  
16 (described in paragraphs 24 – 39, *supra*), and the  
17 trafficking of counterfeit goods (described in  
18 paragraphs 40 – 47, *supra*).

19 (j) DHINGRA FIRM presumably has a legal  
20 existence separate from its participation in the  
21 racketeering.

22 (k) The separate legal existence of DHINGRA FIRM  
23 made DHINGRA's activities possible and profitable by  
24 providing a legal shield for the illegal activity. Their  
25 usual and daily activities were part of the pattern of  
26 racketeering activity. DHINGRA and DHINGRA FIRM  
27 submitted the bogus trademark registration

1 applications relating to Sunwear and the Atlanta  
2 Braves on the other defendants' behalf.

3 113. At all relevant times herein, the enterprises alleged in  
4 paragraphs 106 through 112 (*supra*) were engaged in, and their  
5 activities affected, interstate commerce and foreign commerce.

6 114. All of the acts of racketeering described in paragraphs  
7 24 through 47, *supra*, were related so as to establish a "pattern of  
8 racketeering activity," within the meaning of 18 U.S.C, § 1962(c),  
9 in that their common purpose was to defraud Plaintiff of money  
10 and property and the common result was the defrauding of  
11 Plaintiff resulting in the loss of money and property; Defendants,  
12 each of them, personally or through their agents or related  
13 entities, directly or indirectly participated in all of the acts and  
14 employed the same or similar methods of commission; Plaintiff  
15 was the victim of the acts of racketeering; and/or the acts of  
16 racketeering were otherwise interrelated by distinguishing  
17 characteristics and were not isolated events.

18 115. All of the acts of racketeering described in paragraphs  
19 24 through 47, *supra*, were continuous as to form a pattern of  
20 racketeering activity in that defendants engaged in the predicate  
21 acts over a substantial period of time; or, in that defendants'  
22 efforts of racketeering were an extension of HASSAN and  
23 KAPOOR's efforts to acquire intellectual property belonging to  
24 others through fraudulent and surreptitious means. DHINGRA  
25 actively participated and contributed to the scheme by preparing  
26 and filing the bogus trademark registration applications.  
27 Defendants' acts of racketeering threatened to continue

1 indefinitely and would have continued indefinitely but for the  
2 intervention of Sunwear and the CBP.

3 116. As a direct and proximate result of, and by reason of,  
4 the activities of defendants, and their conduct in violation of 18  
5 U.S.C. § 1962(c), Plaintiff was injured in its business and property,  
6 within the meaning of 18 U.S.C. § 1964(c). Among other things,  
7 Plaintiff suffered damages to the extent that the CBP levied fines  
8 and penalties against it which were later reduced to a civil  
9 judgment; to the extent Plaintiff incurred legal fees to set aside  
10 the judgment entered by the District Court for the Northern  
11 District of Georgia. Plaintiff suffered further damages to the  
12 extent the Government executed writs of garnishment from  
13 Plaintiff's bank accounts. Plaintiff is, therefore, entitled to recover  
14 treble damages it sustained together with the cost of suit,  
15 including costs, reasonable attorneys' fees and reasonable experts'  
16 fees.

17  
18 **RACKETEER INFLUENCED CORRUPT ORGANIZATIONS ACT**  
19 **COUNT THREE**

20 **VIOLATION OF 18 U.S.C. § 1962(d):**

21 **Conspiracy to Engage In a Pattern of Racketeering Activity**  
22 **(Against All Defendants)**

23  
24 117. Plaintiff re-alleges each and every allegation set forth  
25 in paragraphs 1 through 116 above, inclusive, and incorporates  
26 them by reference as though fully set forth herein.

1           118. HASSAN, KAPOOR, USI, TANU, DHINGRA, and  
2 DHINGRA FIRM, each of them, conspired to conduct or  
3 participate, directly or indirectly, in the conduct of the affairs of  
4 the enterprises through a pattern racketeering activity (*see supra*  
5 paragraphs 24 – 47) in violation of 18 U.S.C. § 1962(d). In  
6 particular, Defendants intended to further a common endeavor  
7 which, if completed, would satisfy all of the elements of a  
8 substantive RICO criminal offense and adopted the goal of  
9 furthering or facilitating the criminal behavior.

10           119. Plaintiff was injured by Defendants' overt acts that are  
11 of racketeering or otherwise unlawful under the RICO statute,  
12 which included, *inter alia*, acts of mail and wire fraud (as  
13 described with particularity in paragraphs 24 – 39, *supra*); and  
14 the trafficking of goods bearing counterfeit marks (as described  
15 with particularity in paragraphs 40 – 47, *supra*).

16           120. As a direct and proximate result of, and by reason of,  
17 the activities of Defendants, and their conduct in violation of 18  
18 U.S.C. § 1962(d), Plaintiff was injured in its business or property,  
19 within the meaning of 18 U.S.C. § 1964(c). Plaintiff is, therefore,  
20 entitled to recover treble damages it sustained together with the  
21 cost of suit, including costs, reasonable attorneys' fees, and  
22 reasonable experts' fees.

23  
24 ///

25  
26 ///

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Billion International Trading, Inc., demands judgment as follows:

1. Judgment be entered in favor of Plaintiff Billion International Trading, Inc. and against HASSAN, KAPOOR. USI, TANU, DHINGRA and DHINGRA FIRM, jointly and severally, in the amount of actual damages to be proven at trial, but in no event a sum no less than \$ 753,196.00.

2. Plaintiff be awarded prejudgment interest on the amount of damages and/or losses that Plaintiff has sustained;

3. Plaintiff be awarded treble damages pursuant to 18 U.S.C. § 1964(c);

4. Plaintiff be awarded punitive damages pursuant to California Civil Code § 3294

5. Plaintiff be awarded reasonable costs and attorneys' fees pursuant to 18 U.S.C. § 1964(c); and

6. Plaintiff be awarded such other and further relief as the Court deems just and equitable.

Dated: March 13, 2013

**BRYON Y. CHUNG, APC**

By: /s/ Bryon Y. Chung, Esq.

Bryon Y. Chung, Esq.  
Attorney for Plaintiff,  
Billion International Trading, Inc.

# **EXHIBIT A**

001

## SALES CONTRACT

SELLER: BILLION INTL TRADING INC.  
11221 RUSH ST., #D  
S. EL MONTE CA 91733  
TEL: (626) 228-1028  
FAX: (626) 228-1037

BUYER: YAKU USA

NO: CC10282009  
DATE: 8/18/08

The undersigned Seller and Buyer have agreed to close the following transaction according the terms and conditions stipulated below

STYLE	DESCRIPTION	QUANTITY	UNIT PRICE PER PIECE	AMOUNT USD L.A.
CAP	CAP WITH S&S	20,100	\$1.68 L.D.P G.A PIN 30340	\$33,868.80
QUALITY AS PER SELLER'S SAMPLE AND THIS ATTACHMENT SPECIFIED.				
TOTAL LDP LOS ANGELES		20,100		\$33,868.80

PACKING: 14PCS/BOX IN ONE BOX, 5/24 PC BOX) IN ONE CARTON. TOTAL 144 PC/CTN ONE COLOR AND SIZE.

LABEL & CARE LABEL: AS PER THE BUYER'S PRINT SAMPLE

SIZE: SEE ATTACHMENT

DELIVERY DATE: BEFORE NOV 10, 2008 AT LOS ANGELES.

PAYMENT: TOTAL AMOUNT WILL BE PAID BY C/O, ONCE THE GOODS BE DELIVERED AT BUYER'S WAREHOUSE.

## GENERAL TERMS:

1. Fabric: CAP WHITE EMB
2. Reasonable tolerance in quality, weight, measurements. Designs and colours is allowed for which no claims will be entertained.
3. Buyer are to assume full responsibilities for any consequences arising from (a) the use of labels, designs, or patterns of this contract, (b) Delay on the payment, (c) New adjustments inconsistent with the provisions of this Sales Contract.
4. Sellers are not responsible for late or non-delivery in the event of force majeure or any contingencies beyond Sellers's control.
5. Claims if any concerning the goods shipped should be filed within 30 days after arrival at destination.
6. This contract will be effective when duly signed by both parties.
7. In case the buyer reject the above contracted good, the seller have the right to recoup the downpayment as well as the right to sell the contracted goods even the RN No, or label is for the buyer or the clients of the buyer.

V. Karpov  
CONFIRMED BY BUYER  
9.18.08

*[Signature]*  
CONFIRMED BY SELLER  
9.18.08

OK  
V. Karpov

PLEASE SHIPMENT AS PER SAME LIKE  
SAMPLE